

FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

Mar 03, 2021

SEAN F. McAVOY, CLERK

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

ESTATE OF CINDY LOU HILL, by
and through its personal
representative, Joseph A. Grube, and
CYNTHIA METSKER, individually,

Plaintiffs,

v.

NAPHCARE, INC., an Alabama
corporation; HANNA GUBITZ,
individually; and SPOKANE
COUNTY, a political subdivision of
the State of Washington,

Defendants.

NO: 2:20-CV-410-RMP

PROTECTIVE ORDER

BEFORE THE COURT is a stipulated protective order, ECF No. 19, by
Plaintiffs Estate of Cindy Lou Hill and Cynthia Metsker and Defendants Naphcare,
Inc., Hanna Gubitz, and Spokane County. A district court may issue protective
orders regarding discovery upon a showing of good cause. Fed. R. Civ. P. 26(c).
Before issuing a stipulated protective order, a district court judge should ensure that

1 the protective order's restrictions do not infringe on the public's general right to
2 inspect and copy judicial records and documents. *See Kamakana v. City and Cty. of*
3 *Honolulu*, 447 F.3d 1172, 1178 (9th Cir. 2006); *see also Courthouse News Serv. v.*
4 *Planet*, 947 F.3d 581, 589 (9th Cir. 2020) (recognizing a long-held First Amendment
5 right of access to court proceedings and documents).

6 Having reviewed the protective order and the remaining record, the Court
7 finds good cause to grant the stipulated motion and enter the agreed-upon
8 protective order. Accordingly, the parties' stipulated protective order, **ECF No.**
9 **19**, is **ACCEPTED** in the form set forth below.

10 **PROTECTIVE ORDER**

11 1. The parties agree that litigation of this case, through discovery or
12 otherwise, may involve exchange of certain documents and information that is
13 ordinarily maintained by the disclosing party as confidential, private, and/or
14 proprietary. To facilitate the exchange of such information without fear or
15 repercussion of releasing it into the public arena, the parties mutually agree
16 that there is good cause to enter into this order of protection (Protective Order)
17 to ensure that the information remains confidential, private, and not shared
18 outside of this litigation or in the public arena. It is to be used solely within
19 and for purposes of this litigation.

20 2. For purposes of this Protective Order, "Confidential Information"
21 means any material containing confidential information and designated as

1 such by the disclosing party upon production. Any documents a party wishes
2 to claim as confidential and subject to this protective order shall be
3 prominently marked as such by stamping on each page the words
4 “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” or substantially
5 similar language. Any such designation must be based on the disclosing
6 party’s good faith belief that the information is confidential, private, and/or
7 proprietary. In addition, nothing in this Protective Order shall prevent or
8 preclude the disclosing party from redacting certain information within the
9 disclosed Confidential Information that is privileged and/or otherwise
10 protected from discovery.

11 3. The recipient of any Confidential Information shall maintain such
12 information in a reasonably secure and safe area and shall exercise the same
13 standard of protection as is exercised by the recipient with its own proprietary
14 information.

15 4. Confidential Information shall not be disclosed outside of this action,
16 but may be made available to the following persons or entities for purposes
17 related to this lawsuit:

- 18 a. The parties and their attorneys, including paralegals and staff
19 working under the direct supervision of such counsel;
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- b. Officers, directors, and employees (including in-house counsel) of the receiving party to whom disclosure is reasonably necessary for this litigation;
- c. Expert witnesses or consultants retained in this action to whom disclosure is reasonably necessary for this litigation;
- d. Representatives of insurance carriers to whom disclosure is reasonably necessary for this litigation;
- e. The Court, its personnel, and court reporters and their staff;
- f. Copy or imaging services retained by counsel to assist in the duplication of confidential material, provided that counsel for the party retaining the copy or imaging service instructs the service not to disclose any confidential material to third parties and to immediately return all originals and copies of any confidential material;
- g. During their depositions, witnesses in the action to whom disclosure is reasonably necessary, unless otherwise agreed by the designating party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Confidential Information must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this agreement; and

1 h. The author or recipient of a document containing the information
2 or a custodian or other person who otherwise possessed or knew
3 the information.

4 5. Plaintiffs may move to challenge the designation of any such document
5 as confidential by filing a motion within sixty days of receipt of such
6 documents. Until such time, and unless a motion challenging such materials
7 is granted, they will be treated as confidential under this Protective Order.

8 6. Nothing in this Protective Order shall be considered a waiver of any
9 privilege or any other objection to the admissibility of evidence at trial, in any
10 pretrial proceeding or on appeal. This Protective Order does not constitute a
11 waiver of any party's right to object to discovery on any other ground.

12 7. If a party inadvertently discloses Confidential Information in violation
13 of this Protective Order, the disclosing party shall, within three business days
14 of discovering the inadvertent omission, inform both the receiving party and
15 the designating party in writing of the inadvertent disclosure and the specific
16 Confidential Information at issue. The disclosing party shall ensure that the
17 receiving party treats all inadvertent disclosures of Confidential Information
18 as confidential until (i) the parties agree to further treatment of the
19 inadvertently disclosed material, or (ii) the Court issues an order addressing
20 the appropriate treatment of the inadvertently disclosed Confidential
21 Information.

